

**EXHIBIT A
OPERATING PLAN**

1) INTRODUCTION	1
2) DEFINITIONS.....	1
3) RESPONSIBILITIES.....	2
A) CONCESSIONER	2
B) PARK	2
4) GENERAL OPERATING STANDARDS AND REQUIREMENTS	3
A) SCHEDULE OF OPERATION	3
B) RATE DETERMINATION AND APPROVAL PROCESS	3
C) EVALUATIONS	4
D) GENERAL POLICIES	6
E) HUMAN RESOURCES MANAGEMENT.....	8
5) RISK MANAGEMENT	9
A) RISK MANAGEMENT PROGRAM	9
B) EMERGENCY RESPONSE, HAZARDOUS MATERIAL SPILL/EXPOSURE	9
C) HAZARD COMMUNICATION.....	10
D) RESPIRATORY PROTECTION	10
6) ENVIRONMENTAL MANAGEMENT PROGRAM.....	10
7) EMERGENCY SERVICES.....	10
A) GENERAL.....	10
B) LAW ENFORCEMENT/SECURITY	11
C) FIRE PROTECTION.....	11
8) PUBLIC RELATIONS	11
A) REQUIRED NOTICES.....	11
B) PUBLIC STATEMENTS	12
C) ADVERTISEMENTS AND PROMOTIONAL MATERIAL.....	12
9) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS	12
A) SERVICE REQUIREMENTS	12
10) REPORTING REQUIREMENTS.....	14
A) PARK REPORTING REQUIREMENTS	14
B) CONCESSIONER REPORTING REQUIREMENTS	14
APPROVED, EFFECTIVE _____, 20____	16

1) INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) at Redwood National and State Parks, (hereinafter referred to as the “Park”) will serve as a supplement to Concession draft Contract CC-REDW001-07 (hereinafter referred to as the “Draft Contract”). It describes specific operating responsibilities of the Concessioner and the Park with regard to those lands and facilities within the Park that are assigned to the Concessioner for the purposes required and authorized by the Draft Contract.

In the event of any conflict between the terms of the Draft Contract and this Operating Plan, the terms of the Draft Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Park.

Any revisions will be consistent with the main body of this Draft Contract. Any revisions must be reasonable and in furtherance of the purposes of the Draft Contract. This plan will remain in effect until superseded or amended.

2) DEFINITIONS

In addition to all defined terms contained in the Draft Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan:

- (1) **Affirmative Acquisition.** Donating, buying, or purchasing preference of a product over a similar product because of certain characteristics or properties.
- (2) **Environmental Purchasing.** The affirmative acquisition of environmentally preferable products.
- (3) **Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (4) **Hazardous Chemical.** Any chemical which is a physical or health hazard, as regulated by the US Occupational Safety and Health Administration in 29 CFR 1910.1200?
- (5) **Hazardous Material.** A substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as regulated by the US Department of Transportation in 49 CFR 171.
- (6) **Hazardous Substance.** Any hazardous waste, hazardous chemical or hazardous material.
- (7) **Hazardous Waste.** The definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (8) **Incidental.** A spill or release of a hazardous substance that does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up. An incidental spill may be safely cleaned up by employees who are familiar with the hazards of the chemicals with which they are working.

- (9) **Non-incidenta**l. A spill or release that is not an incidental spill or release.
- (10) **Pollution Prevention**. "Source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (11) **Post-consumer Material**. Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (12) **Recycling**. The act of producing new products or materials from previously used and collected materials.
- (13) **Universal Waste**. The definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (14) **Waste Prevention**. Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- (15) **Waste Reduction**. Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the required and authorized concessions facilities and services within the Park;
- (2) Will employ a staff with the expertise and training to operate all services required and authorized under this Draft Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Park; and,
- (4) Has the responsibility for implementing the policies and directives of the Service.
- (5) The on-site manager will furnish the Service with an initial list identifying key concession management and supervisory personnel and their job titles, with updates as changes occur.

B) Park

The Superintendent of Redwood National and State Parks has the responsibility for all Park operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Park. This includes:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services; and,
- (3) Review and approval of any proposed improvement to facilities.

The Service will provide a list of key contacts within 30 days of Draft Contract execution and as revisions are made.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operation

- (1) *Obligation.* The Concessioner will provide overnight hostel accommodations and related services for Park visitors. The minimum required operating schedule is May 15 through September 15, open daily. The Concessioner will submit a written schedule of proposed changes and operating hours for the concession facility and activities prior to implementation. The Service will give reasonable notice of any schedule changes that it may initiate.
- (2) For "after hour" emergencies, prominently displayed emergency contact telephone number(s) will be posted indicating where the Park Dispatch Center can be contacted.

B) Rate Determination and Approval Process

- (1) *Rate Determination.* It is the objective of the Service that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. Reasonableness of rates will be in accordance with current NPS Concessions Management Guidelines. Rates for services provided by the Concessioner are established as follows:
 - (a) Overnight Stays - Comparability.
 - (b) Guide/Interpretive Services – Comparability
 - (c) Limited Food Service/Catering – Markup
 - (d) Limited Grocery Services – Markup
 - (e) Laundry Services – Markup
 - (f) Merchandise (including gifts and souvenirs) - Competitive Market

Reasonableness of rates will be judged based upon current concession management guidelines. Rate approval methods are subject to change. The currently approved rate methods are outlined below.

- (2) *Competitive Market*

A competitive market declaration is a process by which the Superintendent determines that the pricing of a specific item, items, or service is not related to or enhanced by operating with the National Park Service. Such services include those in a highly competitive market. A declaration is made that further rate reviews are unnecessary, as the concessioner's pricing must be competitive to secure business and is therefore comparable. This declaration must be reviewed annually. The Superintendent reserves the right, at any time during the term of the Draft Contract, to reevaluate and change its method of rate determination.

- (3) *Markup*

On a Servicewide basis, maximum markups for specific merchandise categories are established by the Service for use by the Superintendent in determining rate approval.

- (4) *Comparability*

- (a) Rates charged by the Concessioner will be based on comparability with other businesses offering similar services and facilities in the private sector. Comparability studies will be conducted in accordance with National Park Service guidelines. The Concessioner shall assist the Park in the comparability review process, however, the Superintendent is responsible for the final selection of comparables and approval of rates.

- (b) Satisfactory comparables, once established, will not ordinarily be changed, unless significant changes occur to the operations of either the Concessioner or the comparable(s) which would result in continued use of the comparable being inappropriate.
- (c) Requests for approval of rates must include all necessary information to enable the Superintendent to assess the rates for comparison, such as type of service, amenities provided, etc.
- (5) *Request Submittal for Annual Rate Changes.* The Concessioner will submit all requests in writing, at least 60 days prior to the anticipated implementation dates, brochure publication dates, and customer notification. Successful requests, at a minimum, require support by established criteria and comparable data. The information to be included in the request is outlined in current NPS Concession Management Guidelines. The Superintendent will accept for consideration one rate change request (per offered service) per year barring any extenuating circumstances.
- (6) *Rate Approval.*
 - (a) Approval Timing. The Service will approve, disapprove or adjust rates and will inform the Concessioner in writing within 30 days of the rate request submittal. It is the responsibility of the Concessioner to submit rate requests in a timely manner.
 - (b) Approved Rate Posting. The Concessioner will prominently post all rates for goods and services provided to the visiting public.
- (7) *Rate Compliance.*

The Services' Concession Management staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.
- (8) *Reduced Rates for Government Employees.*

Goods and services may not be provided to government employees or their families without charge or at reduced rates, except within the provisions described above or as available to the general public.

C) Evaluations

The Concessioner will ensure public health, safety, and environmental protection and will provide satisfactory services and accommodations for the park visitor within the assigned areas of responsibility. The operation of accommodations, facilities, and services required and/or authorized by this Draft Contract will conform to the evaluation standards set forth in the current NPS Concessions Management Guidelines.

The Service and/or its representatives and the Concessioner will separately evaluate and monitor concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, identified maintenance and operating deficiencies, and visitor satisfaction, concerns, and reactions.

The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Service.

- (1) *Frequency of Operational Evaluations.* A minimum of one operational evaluation will be conducted annually. These evaluations will utilize Service-established standards.
- (2) *Periodic Operations Evaluations and Inspections.* The Service will conduct periodic inspections of concession facilities and services to evaluate conformance to operational standards. The local manager will be contacted at the time of evaluations so that a Concessioner representative may accompany the Service evaluator. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (3) *Interpretive Evaluation Program.* If provided, the Service will periodically evaluate interpretive visitor services to determine the appropriateness, accuracy, and adherence to the Park's interpretive themes.
- (4) *Health and Safety Inspections.*
 - (a) Concessioner Safety Inspection. The Concessioner's Safety Manager will perform periodic interior and exterior safety inspections of all concession facilities, including employee housing, in accordance with its documented Risk Management Plan (See Draft Contract Sec. 6)). The Concessioner's Safety Manager has the responsibility for both health and safety inspections in employee housing areas. The Concessioner's Safety Manager will ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
 - (b) NPS Safety Inspections. The Park will annually review the Concessioner's Risk Management Program.
 - (c) Public Health Inspections. A US Public Health Service Sanitarian will conduct unannounced periodic inspections of the Concessioner's kitchen facilities.
- (5) *Fire Inspections.*
 - (a) Inspection of Life Safety Systems. The Concessioner will contract with an independent, certified professional to conduct fire extinguisher inspections and other life, health, and safety systems at least annually.
 - (b) The Concessioner. The Concessioner will have qualified personnel conduct structural fire inspections of the lodging and employee residence annually to ensure compliance with the National Fire Protection Code. All violations will be corrected in accordance with the terms of this Draft Contract and within the negotiated time frames. Correction of any violations so identified shall be made through coordination with the Service's fire inspectors. Written records, verifying the completion of such inspections will be maintained by the concessioner and made available to the service upon request. Woodstoves, fireplaces and chimneys shall be inspected and cleaned at least on an annual basis. Other heating systems shall be inspected and cleaned on a regular cycle, and prior to each new occupancy or season.
 - (c) Fire Drills. The Concessioner will conduct routine fire drills of all concession facilities as required by the Risk Management Plan. All employees shall be familiar with evacuation plans, emergency exits, emergency lighting, and fire reporting procedures. Employee training shall include a fire drill.
 - (d) Employee Housing Inspections. The Concessioner will inspect employee quarters for fire and safety compliance within 30 days of an employee's initial occupancy. Occupancy levels will be recommended by the Concessioner and approved by the Service. The Concessioner will not exceed these occupancy levels.

(6) *Environmental Inspections.*

- (a) Environmental Audit. The Concessioner will be subject to a baseline environmental audit and then subsequent routine audits at least once every five years by the Service. The scope of the audit includes applicable federal, state and local laws and regulations, applicable DOI and NPS policies and regulations, and other criteria as contained within the current NPS Environmental Audit Program Operating Guide.
- (7) *Visitor Comments.* In order to elicit responsive visitor comments, the Concessioner will utilize Service-approved comment cards available to visitors in order to measure service and quality standards, pricing, and overall park experience.
 - (a) The Concessioner will respond within ten business days in writing to all visitor complaints regarding Concessioner facilities or services. A copy of the response with any supporting material will be provided to the Service.
 - (b) The Concessioner will forward to the Superintendent all comments on a monthly basis and all complaints on a weekly basis.
 - (c) The Service will forward to the Concessioner any comments and complaints received regarding Concessioner facilities or services. The Concessioner will respond to any complaints within ten business days. The Concessioner will provide a copy of any such responses to the Superintendent, and a copy of any Service responses will be forwarded to the Concessioner.
- (8) *Best Available Information.* In addition, the Concessioner may also be evaluated based on “best available information” from such sources as visitor comments and observations by Service staff. This type of evaluation will be reported in narrative form and will identify sources of information, providing a summary description of the services offered and citing available information on their quality.
- (9) *Other Evaluation Criteria.* The Concessioner may also be evaluated in terms of compliance with Draft Contract requirements, such as timely payment of franchise fees, timely submission of annual financial reports, timely and accurate submission of visitor use statistics, use reports and medical logs, and proof of general liability, automobile, and workers compensation insurance.

D) General Policies

- (1) *Facilities Use.* Concession facilities may not be used for activities or services that do not directly and exclusively support Draft Contractual services authorized by the Draft Contract without written permission from the Service.
 - (a) Quiet Hours. Quiet hours will be enforced between the hours of 10:00 p.m. and 6:00 a.m. in the hostel and employee housing.
 - (b) Smoking Policy. The Concessioner must comply with NPS Director’ Order #50D, Smoking Policy which may be found at <http://www.nps.gov/policy/DOrders/DOrder50D.html>.
- (2) *Pets.* Pets shall not be allowed in the lodging or any other building used or under the control the Concessioner, employee pet excepted.
- (3) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in facilities and upon lands assigned to the Concessioner. Procedures for the handling of lost and found property will conform to the DO

#44, Personal Property Management and Personal Property Management Handbook No. 44, which can be found at <http://www.nps.gov/refdesk/DOrders/DOrder44.html>

- (a) Concessioner Responsibility. Items will be turned over to Concession personnel responsible for administering the lost and found program and tagged to identify the item, date, location, and name of finder. Items of value will be reported to the Service as soon as possible. All items will be delivered to the nearest ranger station not less than once per week.
- (b) Returning of Property. Owners claiming property may sign to receive property on location after proper identification of the item and owner has been established. No property will be released without the claimant's name, address, and signature acknowledging receipt of property.

(4) *Telephone Services.*

- (a) Public Pay Phones. The Concessioner will not remove or add public pay phones within the assigned areas without the Superintendent's written approval. Public phones will be checked periodically to keep them in working order. Out-of-Order signs must be posted by the Concessioner with a computer-generated sign directing visitors to the nearest working unit.

(5) *Vehicles.*

- (a) Licensing, Insurance, Maintenance and Registration. It is the Concessioner's responsibility that all vehicular equipment used as part of the Concessioner's operation will be properly registered, licensed, insured, and maintained by the Concessioner in accordance with all Applicable Laws. Records will be made available to the Service upon request. Current proof of insurance is required in the amount stated in the Draft Contract, Appendix F; Insurance Requirements.
- (b) Parking. The Concessioner will use Service-approved designated areas to park and store vehicles and equipment in a safe, organized manner.
- (c) Identification. Concessioner owned vehicles will be discreetly identified with the Concessioner's company name and logo.

(7) *Employee Housing .*

- (a) The Concessioner will provide adequate housing, cooking facilities, and food storage facilities where appropriate. Food storage facilities will be vermin-proof. Preventive measures will be in place to prevent Hantavirus.
- (b) Employee quarters will be adequately furnished to serve the number of occupants.
- (c) One pet may be kept in the manager's quarters with prior written approval from the Concessioner and the Park Superintendent. If so approved, Park pet regulations apply. The pet shall not be allowed in guest areas other than to exit the building. All pet waste will be disposed of in a timely fashion (daily for cat, immediately for dog). All pet food must be stored and dispensed in a rodent-proof manner. All pet damage to the building will be the responsibility of the Concessioner.
- (d) The Concessioner will notify the Service of abandoned vehicles within its land assignment, which may include employee vehicles. Employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner will take the necessary steps to remove abandoned property in a timely manner.

- (e) Concessioner employees residing in the Concessioner's employee housing area will be informed of Service regulations and policies through newsletters, employee handbooks and notices provided by the Concessioner or the Service.

(8) *Interactions with Wildlife.*

- (a) The feeding of wildlife within the Park area is not permitted. The Concessioner will not allow the feeding of wildlife in its area of operation.
- (b) Wildlife must not have any access to human food, pet food, stock food, garbage, unwashed dishes, and recyclable food and beverage containers containing food residue. Toiletries, soaps and other items with attractive odors should be treated like food.
- (c) All trash must be inaccessible to wildlife, including bears and raccoons.
- (d) The Concessioner shall conduct all pest control activities following approved Park Integrated Pest Management programs and procedures.

(9) *Signs and Labels.* All signs will look professional and be approved by the Superintendent prior to installation.

E) Human Resources Management

(1) *Employee Identification and Appearance.* All concession employees in direct contact with the general public must maintain a neat and clean appearance and project a hospitable, positive, friendly, and helpful attitude. A nametag shall be worn while on duty.

(2) *Employee Hiring Procedures.*

- (a) General Manager. The Concessioner must employ an on-site General Manager who is responsible for the successful implementation of the terms required by the Draft Contract. The on-site General Manager will have full authority to act as a Park liaison in all concession administrative and operational matters.
- (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to provide satisfactory visitor services during the season. Before employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
- (c) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible a workplace free of illegal drug-use. Should any illegal drug use occur, it must be promptly reported by the Concessioner to the Chief Ranger.
- (d) Background Checks. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will not hire or retain any person known to have an outstanding warrant for arrest.
- (e) Driver Requirements. Drivers of passenger carrying vehicles will have a valid operator's license for the size and class of vehicle being driven or operated.
- (f) Equal Opportunity. The Concessioner and its employees shall not discriminate against any individual because of race, creed, color, sex, national origin, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.
- (g) Affirmative Action. The Concessioner will have an affirmative action plan as required by law and will post the plan in offices and work areas.
- (h) Park Employees. The Concessioner will not hire a spouse or dependent child of a Park employee without prior notification and written approval of the Superintendent.

- (3) *Training*. The Park will provide necessary information to the Concessioner to include as training materials for their employees.
 - (a) Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Park's regulations and requirements that affect their employment and activities while working and residing within the Park.
 - (b) Park Training. The Concessioner will encourage their employees to attend at least one Park related orientation training. All concession employees are encouraged to attend any Service-sponsored training.
 - (c) As part of orientation, the Service may also review Concessions regulations and Service policy with employees and managers.
 - (d) Job Training. The Concessioner will provide appropriate job training to each employee before duty assignments and working with the public.
 - (e) Leave No Trace Orientation. The Concessioner will ensure that their employees have knowledge of and utilize Leave No Trace techniques.
 - (f) Environmental and Risk Management. The Concessioner will provide applicable training in environmental and risk management to all employees.
 - (g) Interpretive Training. The Concessioner will design and provide interpretive training for all employees who provide interpretive and/or informational services. The service will work closely with the Concessioner to refine the methods of preparing and conducting effective interpretive programs. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to park themes.

5) RISK MANAGEMENT

A) Risk Management Program

A Risk Management Program will be maintained by the Concessioner to ensure a safe and risk-free employee and visitor environment. A Risk Management Plan will be developed in consultation with Park personnel, within **60 days** of the effective date of Draft Contract execution and maintained by the Concessioner to implement an appropriate safety program. This plan will be reviewed and approved annually by the Superintendent, in accordance with Occupational Safety and Health Administration ("OSHA") regulations, National Fire Protection Association ("NFPA") codes, and Service policies and guidelines. Updates to the program are due by **November 30** of the current operating year. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures

B) Emergency Response, Hazardous Material Spill/Exposure

- (1) *Emergency Response Plans*. As a component of its Risk Management Plan, the Concessioner will develop in consultation with the Chief Ranger an Emergency Action Plan and an

Emergency Response Plan (“ERP”) in accordance with 29 CFR 1910.38 and 1910.120 respectively. The ERP will describe emergency response procedures to respond to spills of hazardous substances stored and handled by the Concessioner “for the purpose of stopping the release” as defined in 29 CFR 1910.120(q)(6)(iii). Hazardous substances to be addressed in the ERP will include but are not limited to cleaning and landscaping supplies.

(2) *Vehicle Emergency Response.* The Concessioner will maintain a cache at each location of adequate amounts of absorbent material for emergency situations. Vehicles and operators transporting hazardous materials must have applicable DOT certifications and registrations, and operators must be knowledgeable of local emergency response and personal safety protocol.

(3) *Reporting*

(a) The Concessioner will notify the Park Dispatch Center immediately when a release of hazardous or non-hazardous substance or biological product occurs. The Concessioner will comply with any applicable reporting requirements of Applicable Laws. Proper corrective, cleanup, and safety actions must be implemented immediately in accordance with the Concessioner’s emergency response plans and procedures and Applicable Laws.

(b) The Concessioner will submit all Emergency Planning and Community Right-to-Know (EPCRA) reports required under all Applicable Laws to the Service in accordance with Section 6d of the Draft Contract.

(c) The Concessioner will also submit to the Service, upon request, applicable hazardous materials storage and toxic release information necessary for Service EPCRA reporting.

C) Hazard Communication

The Concessioner will develop, document, and implement a Hazard Communication Program in accordance with OSHA regulation 29 CFR 1910.120. The Hazard Communication Program will address the written program, container labeling, material safety data sheets, and training.

D) Respiratory Protection

The Concessioner will develop, document, and implement a Respiratory Protection Program in accordance with OSHA regulation 29 CFR 1910.134. The Respiratory Protection Program will address voluntary and required respirator use and all respirators, including filtering face pieces (e.g., dust masks).

6) Environmental Management Program

The Concessioner will prepare, with guidance from the Service, an Environmental Management Program (“EMP”) in accordance with Section 6 of the Draft Contract and the plan will be updated annually. Further specifications and requirements are found in other sections of this Operating Plan and the Maintenance Plan, Exhibit E to this Draft Contract.

7) EMERGENCY SERVICES

A) General

(1) *General.* The Concessioner will provide plans and procedures, such as an Emergency Operations Plan, to their employees for an effective response to all emergency situations.

(2) *Emergency Access.* Concessioner will ensure park staff has emergency access through the gate and front door.

(3) *Points of Contact.*

- (a) Use 911 or 916-358-1300 (ranger dispatch) for emergencies.
- (b) In the event of a non-emergency situation the chief ranger (707-465-7302) or park headquarters (707-465-7306) can be contacted.

B) Law Enforcement/Security

The Service and Del Norte County have primary responsibility for providing visitor protection and law enforcement.

C) Fire Protection

Fire protection shall be provided by Concessioner and the local fire district.

(1) Concessioner Responsibilities.

- (a) Fire prevention, protection and suppression will be primary considerations at all facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural or natural resources.
- (b) The Concessioner has the responsibility to ensure that all facilities within its assigned area meet all Applicable Laws and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable NFPA standards.
- (c) The Concessioner will ensure staff is trained in the operations of all fire detection and suppression equipment.

(2) Emergency Medical Care.

- (a) Emergency. The Service & Del Norte County will provide emergency response medical services.
- (b) Training. At least one facility employee shall possess, at a minimum, current certifications in First Aid and CPR from the American Red Cross, American Heart Association, or equivalent. These certifications must be kept on file, and must be produced upon request by the Superintendent at any time
- (c) Emergency Reporting Procedures. The Concessioner and their employees are required to immediately notify the Park's personnel of any incident occurring in the park which requires advanced medical treatment beyond basic first aid. The following numbers will be made available to all employees and posted at appropriate locations.
 - Life-threatening emergencies: 911 or 916-358-1300 (ranger dispatch)
 - Non-emergencies: Park Headquarters 707- 465-7701
 - All Concession employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g., a call back number at their location.

8) PUBLIC RELATIONS

A) Required Notices

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

- (1) This service is operated by (Concessioner's name), a Concessioner under a contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to:
Superintendent
Redwood National and State Parks
1111 Second Street
Crescent City, CA 95531

- (2) This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.

B) Public Statements

All media inquiries concerning operations within the Park will be referred to the Superintendent.

C) Advertisements and Promotional Material

(1) Promotional Material.

- (a) Approval. All promotional material must be submitted for review and approval before publication, distribution, broadcast, etc. The Concessioner will contact the Service well in advance to establish specific time frames for each project review. The Service may require that unapproved promotional material be removed from circulation.
- (b) Changes. All promotional media (including websites) changes and layout should be submitted to the Superintendent for review at least 30 days prior to project need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where the Park's staff assistance is required to help develop the product.
- (c) Park Publications. The Park newspaper includes information on Concessioner-operated facilities within the Park. The Concessioner is required to submit, for approval, a proposed minimum operating schedule to the Service. Please see the table of reporting requirements for required due date. This schedule, once approved, may be included in the Park's newspaper. To receive a copy of the current newspaper the Concessioner should contact the park superintendent.

(2) Statements.

- (a) Authorization. Advertisements and promotional materials, including broadcast copy, must include a statement that the Concessioner is authorized by the National Park Service and the Department of the Interior to serve the public in Redwood National and State Parks.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

9) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Service Requirements

(1) Lodging Services. Required.

The Concessioner will provide clean, well maintained overnight accommodations and facilities.

- (a) Mattresses will be replaced once every ten years, at a minimum.

- (b) Reservations. The Concessioner will accept reservations for up to one year and one day in advance. A deposit may be required to hold a reservation. The deposit may be paid by cash, check, money order or major credit card. Government-issued credit cards will be honored and at a minimum, MasterCard and Visa will be honored. Reservations will be available, at a minimum, via the telephone and mail.
- (c) Deposits/Refunds. The deposit requirement and refund policy is part of the rate approval process. The policy will be included in all accommodation brochures and advertisements. A deposit equivalent to one day's rate of the services the customer is reserving may be required to hold a reservation.
- (d) Total pillow count will not exceed 30.
- (e) During the peak operating season (May 15 through Labor Day) facilities may not be set aside for exclusive use by special groups if they will interfere with the general public's use and enjoyment of the area or facility.
- (f) Food Preparation Area. The concessioner will ensure that personnel are available for questions during the peak meal preparation periods.
- (g) US Public Health Code. All food preparation areas, storage areas, and dishwashing will conform to US public health code requirements.

(2) *Showers and Laundry Facilities. Required.*

Shower facilities and laundry areas will be well maintained and clean. Water pressure and temperature will remain constant and comfortable.

(3) *Limited Sale of Merchandise and Packaged Food. Authorized.*

- (a) General. Wherever possible and appropriate, informational tags will be attached to the sales items to show their relationship to Park themes. The Superintendent has the right to review and approve all merchandise sold in the Park. Certain items may be determined to be inappropriate and unacceptable for sale.
- (b) Gifts and Souvenirs Sales including Handicraft and Native American Handicraft Sales. The Concessioner may offer items that have a direct relationship to Redwood, its environs, history, or other related natural or cultural topics. Handicraft items representing Park and regional themes, including crafts by local and Native American artists, will be actively sought and prominently displayed. This will provide visitors with opportunities to buy memorabilia of their visit while at the same time obtaining information or educational messages related to the Parks' resources.
- (c) Limited Convenience Items. The Concessioner may carry convenience items such as sunblock, lip balm, etc. to meet the needs of visitors who may have forgotten items or need emergency replacements.
- (d) Limited Grocery and Convenience Store. The Concessioner may provide a limited range, selection, and pricing for grocery and convenience items.

(4) *Guide/Interpretive Services. Authorized.*

- (a) The Concessioner may provide appropriate educational and informational messages to the Park's visitors in a variety of formats. The Service is available to advise and assist the Concessioner in the development of interpretive material.
- (b) Interpretive maps, brochures and exhibits will be displayed in a prominent lobby location. The Concessioner will provide appropriate information on local attractions and services.

- (c) The Concessioner may submit to the Service proposed special events that support, and are directly related to, the Park's interpretive themes. Proposed special events may not be scheduled unless and until reviewed and approved by the Service.
 - (d) If authorized the Concessioner may chose to provide interpretive programs. A written plan shall be submitted to the Service prior to implementation with the following: a basic description of topics to be covered, number and frequency of programs, proposed advertisement and publicity, fees, and the scope of employee training. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to park themes.
- (5) *Limited Food Service/Catering. Authorized.*
- (a) The Concessioner may provide limited food service/catering
 - (b) Facility Use. The Concessioner will not use the facilities assigned within the Contract to provide any food service/catering outside the recreation area boundaries.
 - (c) Management. The Concessioner will ensure that a Manager and/or other key personnel will be available to food service/catering personnel during the peak serving hours.
 - (d) Food Safety Certification. The Concessioner will have at least one full-time certified food safety manager. The manager will be certified as a ServSafe Food Protection Manager by the National Restaurant Association. The Concessioner is required to train all employees involved in food preparation in compliance with all Applicable Laws.
- (6) *Other Services. Authorized.*
- (a) The Superintendent has the right to review and approve all services provided in the Park. Certain services may be determined to be unnecessary or inappropriate and will not be allowed to be provided in the Park.
 - (b) The Concessioner may provide services such as equipment rentals, memberships, and telephone access.

10) REPORTING REQUIREMENTS

A) Park Reporting Requirements

- (1) *Utility Costs.* The Park provides water and sewage services for the hostel (the sole user) at an average annual cost to the government of \$9,800. In the future, this cost will change dependent upon the length of the Concessioner's operating season and will be adjusted annually for inflation. Other modifications may be made as reasonable but only after notice to the Concessioner. For the minimum operating season (May 15 through September 15) the concession will be billed at a flat rate of \$2,000 per month, thereafter, \$50 per month for any portion of additional months, up to a maximum annual charge during the first year of the contract of \$8,400.
- (2) *Annual Performance Evaluation.* The Park will prepare the Concessioner's annual performance evaluation during January for the preceding calendar year. The Concessioner will meet with the Superintendent and/or his/her representative(s) to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

B) Concessioner Reporting Requirements

The following reports are in addition to those required by the Draft Contract. These reports will be delivered to the Superintendent's Office. The Park and/or their representatives will be allowed to review supporting documentation for all operational reports upon request.

(1) *Financial*

- (a) Annual Financial Reports (AFR). AFR's are due annually, as soon as possible, but not later than ninety (90) days after the last day of the Concessioner's fiscal year in the Superintendent's office.

(2) *Insurance*

- (b) Certificate of Proof of Insurance. Due in the Superintendent's office by **May 1st** of each year and each time a policy is changed or renewed.

(3) *Operational*

- (a) Utilization/Visitor Data. Monthly beds available, number of beds occupied, number of beds sold, monthly lodging and merchandise revenue. A sample form can be found as Attachment A of this Operating Plan. Bi-Annual report due by the 10th of month, every six months. Report may be faxed to (707) 464-1812.

(4) *Health and Safety*

- (a) Accident/Incident Reports The Concessioner will immediately report to the Park Dispatch (NorCom) 916-358-1300 the following:
- Any employee or visitor fatalities;
 - Employee or visitor injuries requiring more than minor first aid treatment;
 - Personal and real property damage estimated to be over \$500;
 - Any wildland/structural fires;
 - Any motor vehicle accidents;
 - Any incident that affects Park resources, including, but not limited to, all spills of hazardous or non-hazardous substance spills; and,
 - Any known or suspected violations of the law.
- (b) Human Illness Reporting. Information on all human communicable illnesses, whether employees or guests, is to be promptly reported to the Park. This information, along with other information received, will be inspected by an NPS Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions. Initial reports will be made by telephone.

(5) *General*

- (a) Management List. The on-site General Manager will provide the Park a list identifying personnel, with their job titles, and office and emergency phone numbers within 30 days of Draft Contract execution and as revisions are made.
- (b) Survey and Visitor Response Data. All customer satisfaction data collected by third parties provided to the Concessioner will be readily available on-site for review by the Park. The Concessioner will also provide annually a tabulated summary of all visitor comments to the Superintendent by March 1st of the following year.

Approved, effective _____, 20__

By: _____

Superintendent

Redwood National and State Parks

ATTACHMENT A

MONTHLY UTILIZATION REPORT

Report due by the 10th of month. Report may be emailed or faxed to (707) 464-1812.

Month	Available Beds	Beds Sold	Occupancy	Monthly Revenue	Average Daily Rate	RevPAR
Jan						
Feb						
Mar						
Apr						
May						
Jun						
Jul						
Aug						
Sep						
Oct						
Nov						
Dec						
Annual/Total	0	0	0	0	0	0

Month	Number of Covers (Meals Served)	Total Food & Beverage Revenues	Average Food Check	Monthly Retail Sales
Jan				
Feb				
Mar				
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Annual/Total	0	0	0	0